

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In the Application of:

Kubler, et al.

Serial No.: 09/037,535

Filed: March 10, 1998

For: Hierarchical Data Collection Network
Supporting Packetized Voice
Communications Among Wireless
Terminals and Telephones

§ Examiner: Mr. Joseph L. Felber

§

§

§

§

§

§

§

§

§

§

§

§

Group Art Unit: 2732

CERTIFICATE OF MAILING

Pursuant to 37 C.F.R. Sec. 1.8, I hereby certify that this paper and listed enclosures are being deposited with the United States Postal Service, as first class mail, in an envelope addressed to: Assistant Commissioner for Patents and Trademarks, Washington, D.C. 20231, on February 15, 2001.

John H. Sherman
John H. Sherman, Reg. No. 16,909

RECEIVED

MAR 02 2001

**TERMINAL DISCLAIMER TO OBVIATE
ANY DOUBLE PATENTING ISSUE (37 C.F.R. 1.321(c))**

Technology Center 2600

Commissioner for Patents and Trademarks
Washington, D.C. 20231

Sir:

Interest of Entity Making This Disclaimer

Intermec IP Corp. is the assignee of the entire interest in this application. The present case is a continuation of U.S. Patent Application No. 08/539,817 filed October 5, 1995 by Joseph J. Kubler, et al., (Attorney Docket No. DN37998XG) and resulting in U.S. Patent No. 5,726,984, issued on March 10, 1998.

Disclaimer

Intermec IP Corp. hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend beyond a date twenty years from the actual filing date of October 5, 1995 of U.S. Patent No. 5,726,984 and hereby agrees that any patent so granted on

the above-identified application shall be enforceable only during such period that said patent is commonly owned with U.S. Patent No. 5,726,984, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee and its successors or assigns.

It is to be understood from the foregoing language that Intermec IP Corp. does not disclaim any portion of the term to be granted for the patent to be issued on the subject application prior to October 5, 2015, even though U.S. Patent No. 5,726,984 may expire January 31, 2009, or even if the effective life of said U.S. Patent No. 5,726,984 is shortened by a subsequent event (such as, for example, failure to pay a maintenance fee, a court or Patent Office ruling, or a disclaimer by the Patentee).


Fee Status (37 C.F.R. 1.20(d))

Please charge the terminal disclaimer fee in the amount of \$110.00, the large entity fee, to Deposit Account No. 14-1190, and please charge any additional fees or credit any overpayment to said Deposit Account No. 14-1190.

Respectfully submitted,

Date: February 15, 2001

By:


John H. Sherman, Esq.
Reg. No. 16,909

Enclosures: (1) Form PTO/SB/96 and
Attachments
(2) Delegation of Intellectual
Property Authority to
John H. Sherman

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Joseph J. Kubler and Michael D. MorrisApplication No./Patent No.: 09/037,535 Filed/Issue Date: March 10, 1998Entitled: Hierarchical Data Collection Network Supporting Packetized Voice Communications Among Wireless Terminals and TelephonesIntermec IP Corp, a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by, percentage) of its ownership interest is _____%

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Inventors To: Norand Corporation
The document was recorded in the United States Patent and Trademark Office at Reel 8547, Frame 0644, or for which a copy thereof is attached.
2. From: Norand Corporation To: Intermec Technologies Corporation (By Merger)
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: Intermec Technologies Corporation To: Intermec IP Corporation
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

February 15, 2001

Date

John H. Sherman

Typed or printed name

Enclosure: Delegation of

Intellectual Property

Authority to John H. Sherman

Signature

Assistant Secretary

Title

RECEIVED

MAR 10 2001

Technology Center 2600



**DELEGATION OF
INTELLECTUAL PROPERTY
AUTHORITY**

In accordance with that certain Resolution dated August 20, 1998, of Intermec IP Corp, a Delaware corporation and wholly-owned subsidiary of Intermec Technologies Corporation, a Washington corporation, which authorized and empowered M. Michael Carpenter, Vice President and Assistant Secretary of Intermec IP Corp.,

to sign all papers, agreements, and other documents on behalf of this corporation relating to the perfection of title in the United States and foreign countries of patents, trademarks and copyrights, applications therefor and registrations thereof, renewals and extensions thereof, assignments thereof, affidavits, declarations, appointment and revocation of powers of attorney and other matters relating thereto, and to legally bind this corporation with respect to such matters, and to delegate the aforesaid powers to any officer or employee of this corporation, its subsidiaries or affiliates, subject to such limitations and restrictions as he may deem appropriate and specify;

I, M. Michael Carpenter, Vice President and Assistant Secretary of Intermec IP Corp., hereby delegate the aforesaid powers to John H. Sherman, Counsel, Intellectual Property, Intermec IP Corp.

A copy of this Delegation of Intellectual Property Authority has been filed in the office of the Secretary of the Corporation.


M. Michael Carpenter

Dated: August 17, 1999

STATE of WASHINGTON



SECRETARY of STATE

I, RALPH MUNRO, Secretary of State of the State of Washington and custodian of its seal,

hereby certify this certificate that the attached is a true and correct copy of

ARTICLES OF MERGER

of

INTERMEC TECHNOLOGIES CORPORATION

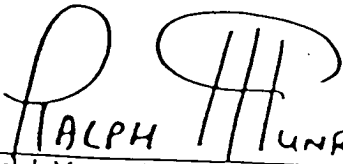
Merging NORAND CORPORATION into INTERMEC TECHNOLOGIES CORPORATION

as filed in this office on December 22, 1997.



Date: May 13, 1998

Given under my hand and the Seal of the State of Washington at Olympia, the State Capital


RALPH MUNRO
Ralph Munro, Secretary of State

ARTICLES OF MERGER
NORAND CORPORATION

STATE OF WASHINGTON

DEC 22 1997

AND

RALPH M. JONES
SECRETARY OF STATE

INTERMEC TECHNOLOGIES CORPORATION

Pursuant to the provisions of RCW 23B.11.040, the following Articles of Merger are executed for the purpose of merging Norand Corporation, a Delaware corporation ("Norand") and a wholly-owned subsidiary of Intermec Technologies Corporation, a Washington corporation ("Intermec"), with and into Intermec.

1. The Plan of Merger (the "Plan"), which has been adopted by the Board of Directors of Intermec, is attached hereto as Exhibit A.

2. Pursuant to the provisions of RCW 23B.11.040, the Plan does not require the approval of the shareholders of either Norand or Intermec.

DATED: December 16, 1997.

INTERMEC TECHNOLOGIES
CORPORATION

By Michael Ohanian
Michael Ohanian, President

EXHIBIT A

PLAN OF MERGER

1. The names of the corporations proposing to merge are Norand Corporation, a Delaware corporation ("Norand") and a wholly-owned subsidiary of Intermec Technologies Corporation, a Washington corporation ("Intermec"), and Intermec.
 2. When the merger becomes effective, each outstanding share of common stock of Norand shall be canceled.
 3. When the merger becomes effective, without further act, all other effects of merger as set forth in RCW 23B.11.060 shall occur.
 4. It is the intention of Norand and Intermec that the merger shall be a tax-free liquidation pursuant to the applicable provisions of the Internal Revenue Code of 1986, as amended.
 5. The merger shall become effective at 12:00 p.m., Pacific Standard Time, December 28, 1997.
- DATED. November 1, 1997.

INTERMEC TECHNOLOGIES
CORPORATION

By: Michael Ohanian
Michael Ohanian, President

ASSIGNMENT

WHEREAS, Norand Corporation, formerly a corporation of Delaware with an office at 550 2nd Street S.E., Cedar Rapids, Iowa, has been merged into Intermec Technologies Corporation, a corporation of the State of Washington having an office at 6001 36th Avenue West, Everett, Washington 98203-9280 ("the Assignor");

WHEREAS, Norand Technology Corporation, formerly a corporation of Delaware with a registered office at 1013 Centre Road, Wilmington, Delaware, has been merged into Intermec IP Corp., a corporation of the State of Delaware having an office at 21900 Burbank Boulevard, Woodland Hills, California 91367-7418 ("the Assignee"), and by virtue of this merger with Assignee all right, title and interest in inventions and improvements assigned by Norand Corporation to Norand Technology Corporation prior to this merger, together with patents and patent applications based thereon, has already been vested in Assignee;

WHEREAS, by virtue of the merger with the Assignor, all right, title and interest in inventions and improvements originating with inventors having an obligation to assign to Norand Corporation together with United States and foreign patent applications based thereon, including all substitutions, divisionals and continuations, and all Letters Patent, United States and foreign, based thereon, including all extensions, reexaminations and reissues, (hereafter "Norand Corporation Patent Property"), has been vested in the Assignor, except as already vested in the Assignee as aforesaid; and remains vested in the Assignor except as heretofore assigned to the Assignee; said Norand Corporation Patent Property including the patents and patent applications shown on the attached PATENT LIST of APPENDIX A and PATENT APPLICATION LIST of APPENDIX B, and substitutions, divisionals and continuations thereof, and all Letters Patent, United States and foreign, based thereon, including extensions, reexaminations and reissues; and

WHEREAS, the Assignor desires to assign to the Assignee all its remaining right, title and interest in said Norand Corporation Patent Property together with any and all substitute, divisional and continuation applications, and any and all Letters Patent of the United States and foreign countries which may be obtained based thereon.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the Assignor hereby sells, assigns and transfers to the Assignee, its successors and assigns, its entire remaining right, title and interest in and to said Norand Corporation Patent Property including the patents and patent applications set forth in the attached PATENT LIST of APPENDIX A and in the attached PATENT APPLICATION LIST of APPENDIX B, together with any and all substitute, divisional and continuation applications, and any and all Letters Patent of the United States and foreign countries which may be obtained based thereon, and in any reissues, reexaminations or extensions of such Letters Patent, and further assigns to said Assignee the priority rights provided by the International Convention.

The Assignor further assigns to the Assignee the right to sue for past infringement of any and all such Letters Patent.

The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding individual and/or entity of foreign countries, to issue said Letters Patent to said Assignee.

The Assignor warrants itself to be the owner of the entire right, title and interest in said inventions or improvements and to have the right to make this assignment, and further warrants that there are no outstanding prior assignments, licenses, or other encumbrances on the interest hereby assigned

For said consideration the Assignor hereby agrees, upon the request and at the expense of said Assignee, its successors and assigns, to execute any and all divisional, continuation and substitute applications for said inventions or improvements, and any necessary oath, affidavit or declaration relating thereto, and any application for the reissue, reexamination or extension of any Letters Patent that may be granted upon said applications, and any and all applications and other documents for Letters Patent in foreign countries on said inventions or improvements, that said Assignee, its successors or assigns may deem necessary or expedient, and for the said considerations the Assignor authorizes said Assignee to apply for Letters Patent for said inventions or improvements in its own name in such countries where such procedure is proper and further agrees, upon the request of said Assignee, its successors and assigns, to cooperate to the best of the ability of the Assignor with said Assignee, its successors and assigns, in any proceedings or transactions involving such applications or Letters Patent, including the preparation and execution of preliminary statements, giving and producing evidence, and performing any and all other acts necessary to obtain said Letters Patent, both United States and foreign, and vest all

rights therein hereby conveyed in the Assignee, its successors and assigns, whereby said Letters Patents will be held and enjoyed by the said Assignee, its successors and assigns, to the full end of the term for which said Letters Patent will be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment has not been made.

WITNESS my hand and seal this 21 day of July, 1999.

INTERMEC TECHNOLOGIES CORPORATION

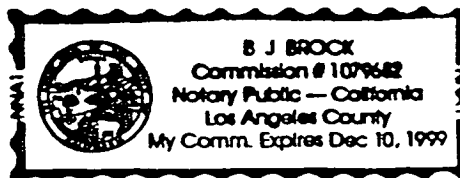
By M. Michael Carpenter
M. Michael Carpenter, Assistant Secretary

State of California
County of Los Angeles

On July 21, 1999 before me B. J. Brock, a Notary Public, personally appeared M. Michael Carpenter, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

B. J. Brock
Notary Public
My Commissioner Expires: 12-10-99



APPENDIX A

PATENT LIST

| <u>Pat. No.</u> | <u>Title</u> |
|-----------------|---|
| 5,726,984 | Hierarchical data collection network supporting packetized voice communications among wireless terminals and telephones |